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APPROVED

DEC 07 2009

STATE OF OKLAHOMA
TULSA COUNTY
CLERK

2009 DEC -2 AM 10:38

E. L. NELSON
TULSA COUNTY CLERK

From the desk of

David T. Iski

Assistant District Attorney
Tulsa County District Attorney's Office
Civil Division
596-4976

TO: Tulsa County Board of County Commissioners
John Smaligo, Chairman
Karen Keith
Fred Perry

DATE: December 3, 2009

REFERENCE: Bishop v. United States of America *et al.*
United States District Court, Northern District
No. 04-CV-848-TCK-TLW

Please place the attached Contract of Legal Representation with the Alliance Defense Fund ("ADF") for legal representation of Tulsa County Court Clerk, on the next meeting of the Board of County Commissioners. I am requesting the Board approve the contract. ADF will provide legal representation in this lawsuit against the Court Clerk for no charge.

Sincerely,

David T. Iski
Assistant District Attorney

Cc: Mark Liotta, Chief Deputy County Commissioner
Kathy Hall, Tulsa County Clerk's Office
Georgeann Hiebert, Tulsa County Clerk's Office

ZCC: D.I. 12/7/09 KH

216435



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STATE OF OKLAHOMA
TULSA COUNTY
DISTRICT ATTORNEY

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CARLINE ALTON
TULSA COUNTY CLERK

ALLIANCE DEFENSE FUND
Contract of Legal Representation

1. The Alliance Defense Fund (hereinafter ADF) is a civil liberties education and legal defense organization that provides legal representation.
2. I, Sally Howe Smith (hereinafter Client), am above the age of 18, of sound mind and with full authority to enter into this Contract, do hereby retain ADF, including ADF staff attorneys and any participating attorneys allied with ADF and chosen at the sole discretion of ADF, to provide legal representation as co-counsel with the Tulsa County District Attorney's Office to protect Client's claims, rights, and/or defenses in *Bishop et al v. Oklahoma et al.* Said representation extends to any additional opposing party or parties that may be later added in order to represent fully Client's claims or defenses arising from the same set of circumstances giving rise to this Contract. ADF attorneys and attorneys with the Tulsa County District Attorney's Office shall retain exclusive authority to make final decisions on matters concerning strategy and legal advocacy in the prosecution of this representation.
3. ADF will provide legal representation to litigate this matter in *Bishop et al v. Oklahoma et al*, and may in its sole discretion consent to representation for any subsequent proceedings or appeals. ADF's involvement in any petition for a writ of *certiorari* to the U.S. Supreme Court is at ADF's sole discretion. This legal representation will be provided at no charge to the Client and ADF will also cover the following litigation costs of the Client: court filing fees, attorney travel expense, deposition expenses, copying charges, mailing expenses, and fees of experts called on behalf of the Client. *(In the event fees and costs associated with this representation are addressed elsewhere in this agreement, the specific reference will supplement and/or supersede the above general statement.)*
4. Client will be truthful at all times and reveal all information necessary and relevant to the prosecution of the legal representation and shall fully cooperate in all legal proceedings, including recovery of attorneys' fees and costs, if applicable. If ADF believes, in its sole judgment, that the Client is not cooperating fully in the legal representation, the Client agrees that ADF and the participating attorneys allied with ADF may withdraw from the case in accordance with applicable canons of professional conduct.

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5. The Client agrees that as a condition of legal representation in this matter, the Client will indemnify and hold harmless ADF as well as pay any claims, costs, attorney's fees or expenses of whatsoever nature awarded by the court or agreed to in settlement of this matter.
6. Client understands that ADF may seek from the opposing party via agreement or request the court or administrative body to award attorney's fees and costs to be paid by the opposing party or parties in order to compensate ADF, and any participating attorney allied with ADF, for any and all attorney time, staff time, and costs expended with respect to the representation of Client. Client agrees that any such fees and costs recovered from the opposing party or parties belong to ADF.
7. Client understands that the prosecution of this representation may include communication with the news media. Client agrees to allow ADF to control the interaction and communication with the media, and further agrees not to make any statements or representations to the news media regarding the subject of this representation without prior approval from ADF. Client shall review and approve any public statement attributed to her before it is issued by ADF.
8. Client understands that the ability of ADF to provide pro-bono legal representation is directly connected to the ability of ADF to inform supporters of ADF about the work done by ADF. Client agrees to fully cooperate with ADF in the publicizing of non-privileged and non-confidential information relating to this representation, including participation in recorded interviews and testimonials. All such communications shall be made pursuant to applicable canons of professional conduct. Client agrees to allow ADF to use Client's image and relevant, non-confidential information in materials intended to communicate with supporters of ADF and in furtherance of ADF's mission.

The Client has had opportunity to seek independent legal counsel and seek clarification of any terms set forth in this Contract. The foregoing Contract is understood, accepted, and agreed to this 7 day of December, 2009.


Client: Sally Howe Smith

**BOARD OF COMMISSIONERS OF
TULSA COUNTY, OKLAHOMA**

ADF Attorney:


(SEAL)

By: _____


John Smaligo, Chair



APPROVED AS TO FORM:



Assistant District Attorney